

B210  
(12/04)**United States Bankruptcy Court****Southern District of New York**

In re W.R. Grace &amp; Co., et al.,

Case No. 01-01139 (Jointly Administered)

Debtors

Court ID (Court use only) \_\_\_\_\_

**NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this notice.

Southpaw Koufax LLC

Name of Transferee

Intex Plastics Corporation

Name of Transferor

Name and Address where notices to transferee should be sent:

Southpaw Koufax LLC  
2 West Greenwich Office Park, 1<sup>st</sup> Floor  
Greenwich, CT 06831  
Attn: Jeff Cohen  
Phone: (203) 862-6208  
Last Four Digits of Acct #: \_\_\_\_\_

Court Record Address of Transferor  
(Court Use Only)

Last Four Digits of Acct. #: \_\_\_\_\_

Name and Address where transferee payments should be sent (if different from above)

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

Name and Current Address of Transferor

Intex Plastics Corporation  
c/o Mississippi Polymers, Inc.  
2733 S. Harper Road  
Corinth, MS 38834  
Attn: Dave DeVaughn  
Phone: \_\_\_\_\_

Last Four Digits of Acct. #: \_\_\_\_\_

Court Claim # (if known): January 7, 2003

Date Claim Filed: 2709

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Jeff Cohen

Date: July 5, 2012

Transferee/Transferee's Agent

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.*

**~DEADLINE TO OBJECT TO TRANSFER~**

The transferor of claim named above is advised that this Notice of Transfer of Claim Other Than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objections must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

\_\_\_\_\_  
**CLERK OF THE COURT**

EXHIBIT B

EVIDENCE OF TRANSFER OF CLAIM

TO: THE DEBTOR AND THE BANKRUPTCY COURT

Claim No.: 2709

For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Intex Plastics Corporation, through its successor in interest Mississippi Polymers, Inc. (the "Seller") its successors and assigns, does hereby unconditionally and irrevocably sell, transfer and assign unto Southpaw Koufax, LLC its successors and assigns (the "Buyer"), all rights, title, interest, claims and causes of action in and to, or arising under or in connection with the claim in the amount of \$45,000.00 pursuant to the terms of that certain Stipulation Resolving Claims of Intex Plastics Corporation dated December 9, 2004 (the "Claim") against W.R. Grace & Co. (the "Debtor"), one of the debtors in the Chapter 11 bankruptcy case entitled In re W.R. Grace & Co., et al., Case No. 01-01139 pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and all Scheduled claims and proofs of claim filed by Seller in respect thereof.

Seller hereby waives any objection to the transfer of the Claim to Buyer on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the Claim and recognizing the Buyer as the sole owner and holder of the Claim.

You are hereby directed to make all future payments and distributions, and to give all notices and other communications, in respect of the Claim to Buyer at the following address:

Southpaw Koufax, LLC  
2 West Greenwich Office Park, 1<sup>st</sup> Floor  
Greenwich, CT 06831  
Email: [JC@SouthpawAsset.com](mailto:JC@SouthpawAsset.com)  
Tel: (203) 862-6208

(Remainder of page intentionally left blank)

(Signature pages to follow)

IN WITNESS WHEREOF, the undersigned has duly executed this Evidence of Transfer of Claim by its duly authorized representative dated June \_\_\_, 2012.

MISSISSIPPI POLYMERS, INC.  
SUCCESSOR-IN-INTEREST TO  
INTEX PLASTICS CORPORATION

By: David DeVaughn  
Name: DAVID DEVAUGHN  
Title: CONTROLLER

SOUTHPAW KOUFAX, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has duly executed this Evidence of Transfer of Claim by its duly authorized representative dated July 3, 2012.

MISSISSIPPI POLYMERS, INC.  
SUCCESSOR-IN-INTEREST TO  
INTEX PLASTICS CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

SOUTHPAW KOUFAX, LLC

By:  \_\_\_\_\_  
Name:  
Title:

**Howard Golden**  
**Member**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re: )  
)  
W. R. GRACE & CO., et al.<sup>1</sup> ) Chapter 11  
)  
Debtors. ) Case No. 01-01139 (JKF)  
) (Jointly Administered)

STIPULATION RESOLVING CLAIMS OF INTEX PLASTICS CORPORATION

This stipulation is entered into this 9<sup>TH</sup> day of DECEMBER, 2004,  
between W.R. Grace & Co. and its affiliates (collectively, the "Debtors") and Intex Plastics  
Corporation ("Claimant").

<sup>1</sup> The Debtors consist of the following 62 entities: W. R. Grace & Co. (f/k/a Grace Specialty Chemicals, Inc.), W. R. Grace & Co.-Conn., A-1 Bit & Tool Co., Inc., Alewife Boston Ltd., Alewife Land Corporation, Amicon, Inc., CB Biomedical, Inc. (f/k/a Circe Biomedical, Inc.), CCHP, Inc., Coalgrace, Inc., Coalgrace II, Inc., Creative Food & Fun Company, Darex Puerto Rico, Inc., Del Taco Restaurants, Inc., Dewey and Almy, LLC (f/k/a Dewey and Almy Company), Ecarg, Inc., Five Alewife Boston Ltd., G C Limited Partners I, Inc. (f/k/a Grace Cocoa Limited Partners I, Inc.), G C Management, Inc. (f/k/a Grace Cocoa Management, Inc.), GEC Management Corporation, GN Holdings, Inc., GPC Thomasville Corp., Gloucester New Communities Company, Inc., Grace A-B Inc., Grace A-B II Inc., Grace Chemical Company of Cuba, Grace Culinary Systems, Inc., Grace Drilling Company, Grace Energy Corporation, Grace Environmental, Inc., Grace Europe, Inc., Grace H-G Inc., Grace H-G II Inc., Grace Hotel Services Corporation, Grace International Holdings, Inc. (f/k/a Dearborn International Holdings, Inc.), Grace Offshore Company, Grace PAR Corporation, Grace Petroleum Libya Incorporated, Grace Tarpon Investors, Inc., Grace Ventures Corp., Grace Washington, Inc., W. R. Grace Capital Corporation, W. R. Grace Land Corporation, Gracoal, Inc., Gracoal II, Inc., Guanica-Caribe Land Development Corporation, Hanover Square Corporation, Homco International, Inc., Kootenai Development Company, L B Realty, Inc., Litigation Management, Inc. (f/k/a GHSC Holding, Inc., Grace JVH, Inc., Asbestos Management, Inc.), Monolith Enterprises, Incorporated, Monroe Street, Inc., MRA Holdings Corp. (f/k/a Nestor-BNA Holdings Corporation), MRA Intermedco, Inc. (f/k/a Nestor-BNA, Inc.), MRA Staffing Systems, Inc. (f/k/a British Nursing Association, Inc.), Remedium Group, Inc. (f/k/a Environmental Liability Management, Inc., E&C Liquidating Corp., Emerson & Cuming, Inc.), Southern Oil, Resin & Fiberglass, Inc., Water Street Corporation, Axial Basin Ranch Company, CC Partners (f/k/a Cross Country Staffing), Hayden-Gulch West Coal Company, H-G Coal Company.

WHEREAS, on April 2, 2001 (the "Petition Date"), the Debtors commenced their respective reorganization cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

WHEREAS, this Court issued its Bar Date Order on April 22, 2002, which established March 31, 2003 as the Bar Date for the filing of certain pre-petition (a) non-asbestos, (b) asbestos property damage, and (c) medical monitoring claims.

WHEREAS, on January 7, 2003, Claimant filed a Proof of Claim against the Debtors with respect to Corinth, Mississippi (Southbridge Plastics) (the "Intex Site"), described as follows:

<u>Claim No.</u>	<u>Amount</u>	<u>Priority</u>	<u>Basis</u>
2709	Unspecified	Unsecured, Non-Priority	Environmental Liability

WHEREFORE, for good and valuable consideration, the parties hereby stipulate and agree as follows:

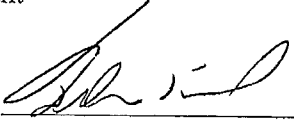
1. Claim Number 2709 shall be allowed as an unsecured, pre-petition, non-priority claim against the chapter 11 estates of the Debtors in the amount of \$45,000 and all other amounts outlined in Claim No. 2709 shall hereby be disallowed and expunged.
2. The Debtors acknowledge a pre-petition, unsecured, non-priority claim of Claimant in the total amount of \$45,000 which claim will be paid, in the same manner as all other similarly situated claims, pursuant to the Debtors' anticipated confirmed chapter 11 Plan or Plans.

3. The Debtors shall direct their Claims Agent, Rust Consulting, Inc. ("Claims Agent"), to mark the Claims Register to reflect that Claim No. 2709 shall be Allowed as outlined herein.

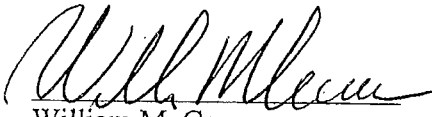
4. Claimant agrees that it is forever barred, estopped, and enjoined from asserting any additional pre-petition claims against the Debtors.

5. The parties shall take whatever additional action, if any, is necessary to make sure that Claim No. 2709 is allowed as outlined herein.

Claimant

By:   
Name: William M. Corcoran  
Title: Vice-President

W.R. Grace & Co., et al.

By:   
William M. Corcoran  
Vice President  
Public and Regulatory Affairs